

SECURITY AGREEMENT

Date February 26, 2004
 Month / Day / Year

For a good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned (exact legal name) Lewis Family Enterprises, Inc dba Bob Lewis Lincoln Mercury
 a _____ California Corporation
 (Corporation, Partnership or LLC)

organized under or registered in the state of California, primarily managing its business
 from its chief executive office located at 909 W. Capitol Expressway
San Jose, California 95136

hereby grants unto Ford Motor Credit Company, a Delaware corporation (hereinafter called "Ford Credit"), a security interest in the following types of property wherever located, now owned or hereafter acquired by the undersigned (hereinafter called the "Collateral") and the proceeds and products thereof:

- a) All equipment, fixtures, furniture, demonstrators and service vehicles, supplies and machinery and other goods of every kind.
- b) All motor vehicles, tractors, trailers, service parts and accessories and other inventory of every kind and any accessions thereto.
- c) All accounts, instruments, chattel paper, general intangibles, contract rights, documents and supporting obligations thereto.

The undersigned dealer represents that the Collateral is located in the following state(s) as of the date hereof

Ford Credit may, in the name of the undersigned or otherwise, receive, collect and receipt for the payment of all monies payable with respect to the foregoing accounts, instruments, chattel paper, general intangibles, contract rights, documents, and supporting obligations thereto and give full discharge therefor; endorse any checks, drafts, money orders or instruments for the payment thereof payable to or to the order of the undersigned that may be received by Ford Credit in connection therewith; sue for, settle, adjust and compromise all present and future claims arising thereunder or in connection therewith; sell, assign, pledge or make any other agreement with respect thereto; and exercise all other rights and remedies that the undersigned would have with respect thereto but for this Security Agreement. The undersigned: (1) authorizes Ford Credit to file a financing statement(s) generally describing the Collateral; and (2) will not merge, change its legal organization structure, its state of incorporation, or name without 30 days prior written notice to Ford Credit. Ford Credit may assign its rights hereunder.

If the undersigned is a corporation, the undersigned warrants that, having due regard to all restrictions contained in the Articles of Incorporation, Charter, Code of Regulations and By-Laws of the undersigned, the undersigned has the power and authority to enter into this Security Agreement in the manner set out herein, and the undersigned has taken all steps necessary to insure that this Security Agreement is legally valid and enforceable in accordance with its terms and conditions.

In the event the undersigned fails to comply with any provision, representation or warranty of any agreement with Ford Credit or shall default on any amount or obligation now or hereafter owing by the undersigned to Ford Credit, Ford Credit shall have, in addition to all other rights and remedies provided by law, the remedies of a secured party under the Uniform Commercial Code including, without limitation, the right to take possession of the Collateral and for this purpose Ford Credit may enter upon the premises where the Collateral may be situated and remove the same therefrom. In the event Ford Credit takes possession of the Collateral, Ford Credit may (with only such notice as required by the Uniform Commercial Code) sell the same at public or private sale or otherwise in such manner and upon such terms as shall appear to Ford Credit to be reasonable and apply the proceeds of such sale or disposition, less the expenses of retaking, holding, preparing for sale and selling the Collateral and reasonable attorney's fees and legal expenses incurred by Ford Credit to the partial or complete satisfaction of any indebtedness or obligation of the undersigned to Ford Credit.

In Witness Whereof, the undersigned hereto has caused these presents to be duly executed as of the day and year first above written.

(Attest Witness)

By W. R. Lewis
 (Signature)

Lewis Family Enterprises, Inc.

(Dealer)

By _____

(Signature)

Title Steven R. Lewis

87-0711873

(Federal Employer/Tax ID Number)